

SUPPLEMENTAL/BID BULLETIN NO. 1
For LBP-GIBAC-ITB-GS-20240312-02

PROJECT : **Creatives & Production Services for LANDBANK and Overseas Filipino Bank Multi-Media Campaign**

IMPLEMENTOR : **Bids and Awards Committee for Goods and Infrastructure (GI-BAC)**

DATE : **April 25, 2024**

This Supplemental/Bid Bulletin is issued to modify, amend and/or clarify certain items in the Bid Documents. This shall form an integral part of the Bid Documents.

Modifications and amendments:

- 1) The bidder/s are encouraged to use the Bid Securing Declaration as Bid Security.
- 2) The Terms of Reference (Annexes D-1 to D-13 and Annexes E-1 to E-13), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 12 of Technical Documents) have been revised. Please see attached revised Annexes D-1 to D-13, E-1 to E-13 and specific sections of the bidding documents.
- 3) As provided under Item 9.2 of Appendix 3 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184 – “In case of other forms of bid security, the on-line bidder shall prepare and submit a scanned copy of the bid security together with the electronic bid. However, the original bid security must be submitted to the BAC concerned before the end of business hours **on the day of bid submission**, a failure of which shall automatically render the bid submission as non-compliant”.
- 4) Pre-termination/Termination of the Contract:
 - In addition to the grounds under the said Guidelines for Contract Termination the following are also grounds for pre-termination/termination:
 - Failure by the service provider to perform its obligation thereon;
 - Unsatisfactory Performance by the service provider within the contract duration.

By the authority of the GI-BAC:



ATTY. HONORIO T. DIAZ, JR.
Head, GI-BAC Secretariat

Technical Specifications

Specification	Statement of Compliance									
<p style="text-align: center;">Creatives and Production Services for Multi-Media Campaign</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 15%;">Lot No.</th> <th style="width: 60%;">Particulars</th> <th style="width: 25%;">Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>LANDBANK</td> <td style="text-align: center;">1 set</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Overseas Filipino Bank</td> <td style="text-align: center;">1 set</td> </tr> </tbody> </table> <p>1. Scope of work and other requirements per attached Revised Terms of Reference (Lot 1, Annexes D-1 to D-13 & Lot 2, Annexes E-1 to E-13).</p> <p>2. The documentary requirements enumerated in item V Requirements for Submission (Lot 1, Annex D-4 & Lot 2, Annex E-4) of the Revised Terms of</p>	Lot No.	Particulars	Quantity	1	LANDBANK	1 set	2	Overseas Filipino Bank	1 set	<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p> <p style="text-align: center;">Please state here either "Comply" or "Not Comply"</p>
Lot No.	Particulars	Quantity								
1	LANDBANK	1 set								
2	Overseas Filipino Bank	1 set								

<p>Reference shall be submitted in support of the compliance of the Bid to the Technical Specifications and other requirements.</p>	
<p>Non-submission of the above mentioned documents/requirements may result in bidder's post-disqualification.</p>	

Conforme:

Name of Bidder

Signature over Printed Name of
Authorized Representative

Position

Checklist of Bidding Documents for Procurement of Goods and Services

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

Eligibility and Technical Components (PDF File)

- The Eligibility and Technical Component shall contain documents sequentially arranged as follows:
 - Eligibility Documents – Class “A”

Legal Eligibility Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

Technical Eligibility Documents

2. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

- Eligibility Documents – Class “B”
 7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
 8. For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder, if applicable.
- Technical Documents
 10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 11. Section VI – Schedule of Requirements with signature of bidder’s authorized representative.
 - 12. Revised Section VII – Specifications with response on compliance and signature of bidder’s authorized representative.**
 13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

Note: During the opening of the first bid envelopes (Eligibility and Technical Components) only the above documents will be checked by the BAC if they are all present using a non-discretionary “pass/fail” criterion to determine each bidder’s compliance with the documents required to be submitted for eligibility and the technical requirements.

- Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Components)]
 14. Copy of Company Profile showing that the business has been operating for at least five (5) years prior to the opening of bids.
 15. List of clients with contact persons and contact details from other government agencies, universal banks and/or reputable companies (indicating the years when the project/s were handled for them).
 16. Project Portfolio/Sample Works.
 17. At least two (2) certificates of Satisfactory Performance issued by previous clients.
 18. Copy of current and valid Mayor's/Business Permit.
 19. Copy of BIR Certificate of Registration.
 20. Copy of Latest General Information Sheet (GIS).
- Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:
 1. Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
 2. Latest Income Tax Return filed manually or through EFPS.
 3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
 5. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).

Financial Component (PDF File)

- The Financial Component shall contain the documents sequentially arranged as follows:
 1. Duly filled out Bid Form signed by the bidder's authorized representative (sample form - Form No.1).
 2. Duly filled out Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2).
 3. Duly filled out Breakdown of Prices signed by the Bidder's authorized representative (Lot 1, Annexes F-1 & F-2 and Lot 2, Annexes G-1 & G-2).

Note: The forms attached to the Bidding Documents may be reproduced or reformatted provided the information required in the original forms and other requirements like signatures, if applicable, are complied with in the submittal.

Terms of Reference for Creatives and Production Services for LANDBANK Multimedia Campaign
As of 18 Apr 2024

I. BACKGROUND

A. Target Audience

The campaign will target the following:

- a. New to the Bank, younger generation, GenZ
- b. LANDBANK stakeholders (i.e., farmers, fishers, micro, small and medium entrepreneurs, heads of households, professionals, government workers, public and private agencies and organizations, and big corporations)
- c. Policy-makers and regulators
- d. General public

B. Campaign Architecture

To reach the target audience, the following existing channels will be used:

- a. Social media (website and various official social media pages i.e., Facebook, YouTube, TikTok, Instagram, X, LinkedIn and Viber Business)
- b. Print and online media
- c. Radio (RMN Radio nationwide)
- d. Below-the-line (brochures, posters, branch LED TVs, banners/streamers)
- e. Island Living Channel (located in airports and seaports)
- f. Other online channels (retail internet banking channel and mobile banking application)

II. SCOPE OF WORK

A. Account Management

- Provide general account management services for this project. This includes supervising the sourcing of all assignments, overseeing the creative process, and managing relationship between client and agency

B. Creative Concept Development and Output

- a. Development of core messaging idea that will be the basis for the film
- b. Script and storyboard development
- c. Video Shoot and production
- d. 1x 60-90 seconder digital film, color graded and with soundtrack
- e. 1x 30 seconder edit down version

C. Name Studies, Branding and Collaterals

- a. Campaign name and creative handle studies
- b. Campaign logo development
- c. Color usage
- d. Typography
- e. Brand guidelines on application
- f. Collateral material development
 - i. Design of Key Visual
 - ii. Infographic Posts

- iii. Poster Design
- iv. Google and Facebook Ads Design
- v. Facebook Static Posts
- vi. Web Banners
- vii. PowerPoint Template for Roadshows
- viii. Audiovisual Presentation
- ix. Radio Ad Material

D. Key Creative Team, Production Staff, Shooting Crew and Talents

- a. Client Partner
- b. Creative Director
- c. Writer
- d. Director
- e. Assistant Director
- f. Director of Photography
- g. Digital Image Technician
- h. Gaffer
- i. Utility
- j. Production Manager
- k. Production Designer
- l. Hair and Make-up Artist
- m. Casting Manager
- n. Talents and Extras
- o. Art Director
- p. Storyboard Artist
- q. Post-production Editor
- r. Colorist

E. Post-production and Audio

- a. Offline Editing
- b. Online Editing
- c. Illustrations
- d. Animation
- e. Color Correction
- f. Studio Hours
- g. Network Music

F. Logistics

- a. Location Check
- b. Food
- c. Transportation
- d. Insurance
- e. Contingency

III. PROJECT DURATION

Within thirty (30) calendar days upon receipt of the Notice to Proceed and advice from LANDBANK Corporate Communications and Events Department (CCED).

Schedule	Activities
Day 0	Receipt of Advice from LANDBANK

	CCED
1 day (Within 3 days after receipt of advice from LANDBANK CCED)	Pre-production Meeting/Creative Briefing
5 days (After the Pre-prod meeting/creative briefing)	Prepare the Overall Campaign Concepts, Key Visual Proposal and Work Plan
1 day	Submit the Overall Campaign Concepts, Key Visual Proposal and Work Plan to LANDBANK CCED
7 days 1. (c/o LANDBANK CCED) 2. (c/o LANDBANK CCED) 3. (c/o TPSP) 4. (c/o LANDBANK CCED)	1. Review and Approve or Comment for Revision (if any) of the Campaign Concepts, Key Visuals and Work Plan 2. Endorse to TPSP the Approval or Comments for Revision (if any) of the Campaign Concepts, Key Visuals and Work Plan 3. Revisions by the TPSP (if any). Submission of Revised Materials. 4. Review and Approval. Endorse to TPSP the approved Campaign Concepts, Key Visuals and Work Plan.
10 days (c/o TPSP)	Production of the Campaign Collateral Materials
5 days 1. (c/o LANDBANK CCED) 2. (c/o LANDBANK CCED) 3. (c/o TPSP) 4. (c/o LANDBANK CCED)	1. Review and Approve or Comment for Revision (if any) of the Campaign Collateral Materials 2. Endorse to TPSP the Comments for Revision or approval of the Campaign Collateral Materials 3. Revision by the TPSP (if any) 4. Final Review and Approval
1 day	Final Artwork Delivery including raw materials (Photoshop Document, Premiere Project Packages, etc.)
30 days	Total number of calendar days

Note: The TPSP must ensure the completion of the engagement within the agreed period. Should a change in timeline be necessary, the TPSP must request in writing for its extension at least five (5) days prior to the agreed timeline to be approved by the appropriate units of LANDBANK

IV. COORDINATION

The TPSP will coordinate with the LANDBANK Corporate Communications and Events Department towards the completion and delivery of the expected services and outputs.

Contact details are as follows:

AXL ROSE M. BATALLER
 Corporate Communications Specialist II
 Creatives and Design Unit
 Corporate Communications and Events Department
 24th Floor, LANDBANK Plaza, M.H. del Pilar cor. Dr. J. Quintos Sts.,
 Malate, Manila
 Telephone No.: 8522-0000 local 4096
 Email Address: ambataler@landbank.com

V. REQUIREMENTS FOR SUBMISSION

1. Pre-qualification Requirements

To be eligible for the project, TPSP must comply with the following criteria as evidenced by supporting documents, which must be submitted to LANDBANK for evaluation.

Supplier Requirements	Documentary Requirements
TPSP must be formally established for at least 5 years	Company overview indicating background/ profile and number of years in the industry
Must have handled similar projects for other government agencies, universal banks and/or reputable companies* *Organizations belonging to the Top 100 Corporations by Gross Revenue (based on BusinessWorld Top 1000 Corporations in the Philippines)	1. List of clients with references and contact persons (indicating the years when the projects were handled for them). LANDBANK-CAG-CCED will use references to inquire about previous working relationship/s with bidder. 2. Project portfolio/ sample works
Has a good track record with customers in terms of quality of work and compliance with delivery schedule.	Submit at least two (2) Certificate of Satisfactory Performance from previous clients

2. Financial Proposal

The Financial Proposal shall be inclusive of VAT and other applicable taxes.

3. Other Supporting Documents

Apart from the financial proposal, the TPSP should submit the following documentations:

- a. Current and valid Mayor's/Business Permit
- b. BIR Certificate of Registration
- c. Latest General Information Sheet (GIS)

VI. PAYMENT TERMS

1. Pursuant to Malacañang Executive Order No. 170 – Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements. The winning supplier is required to maintain a deposit account with LANDBANK Cash Department or any of its Branches.
2. Payment shall be through direct credit to the winning supplier’s deposit account with LANDBANK.
3. The supplier shall be paid within sixty (60) calendar days after submission of billing statement or claim with completed documentary requirements as stated in item 4.
4. No down payment shall be made. However, staggered payment per milestone may be allowed, as follows:

%	Milestone	Documentary requirements
40%	After approval of the overall campaign plans and concepts, key visuals, and work plan	Sign-off sheet on the campaign plans and concept, key visuals and work plan
40%	After final approval of the campaign materials	Sign-off sheet on the final set of campaign materials
20%	After final artwork delivery including all raw and working files	Delivery receipt/turn-over sheet for the final artwork delivery including all raw and working files

VII. LIQUIDATED DAMAGES

When the supplier fails to satisfactorily deliver the goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods/services scheduled for delivery for every day of delay until such goods/services are finally delivered and accepted by LANDBANK.

LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages, such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, if applicable, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, LANDBANK may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, in accordance with the Revised IRR of RA 9184.

VIII. PRE-TERMINATION/TERMINATION OF CONTRACT

Pre-Termination/Termination of Contract shall be governed by the Guidelines on Termination of Contracts per Annex "I" of the 2016 Revised Implementing Rules and Regulations.


IX. NON-DISCLOSURE AGREEMENT


The Supplier shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (**Exhibit 1**) mutually agreed upon by both parties and must be submitted to LANDBANK CCED prior to contract implementation.

Prepared by:


AXLE ROSE M. BATALLER
Corporate Communications Specialist II
Creatives and Design Unit
Corporate Communications and Events Department

Noted by:


JOSEKITO G. RAMOS
Corporate Communications Officer
Creatives and Design Unit
Corporate Communications and Events Department


MELISSA B. CALIMAG
Assistant Vice President
Corporate Communications and Events Department

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this _____ at _____, by and between:

_____, a _____, with principal address at _____, represented by its _____, hereinafter referred to as "_____"

- and -

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at Landbank Plaza at 1598, M.H. Del Pilar cor. Quintos Streets, Malate, Manila, represented by its _____, hereinafter referred to as "LANDBANK".

The parties' representatives are duly authorized for this purpose as evidenced by _____, attached hereto as Annex A, series.

WITNESSETH: THAT

WHEREAS, the Parties desire to execute this Agreement for (specific services) or to supplement the contract executed by and between _____, on _____, for _____, attached hereto as Annex B. This Agreement is executed for the purposes set forth in Item 3 below.

WHEREAS, in the process, certain confidential information may be exchanged and disclosed between LANDBANK and _____.

NOW, THEREFORE, the parties hereto agree, as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as "Disclosing Party") to the other party, including their affiliates and subsidiaries, (hereinafter referred to as "Receiving Party") and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information."

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic

media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend by the Disclosing Party. All information which is orally or visually disclosed will be identified as confidential at the time the disclosure is made and is subsequently described in a written document that is marked with a restrictive legend and delivered to the receiving party within thirty (30) days after the date of oral or visual disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

Confidential information does not include information which:

- 2.1 has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- 2.2 prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or
- 2.3 subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- 2.4 is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- 2.5 is disclosed with the written approval of the other party or after the applicable period of confidentiality.

3. SCOPE OF USE

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

In accordance with R.A. 10173 (Data Privacy Act), Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The specific purposes for which the confidential information are to be utilized and the manner in which it may be used are as follows: _____ which is pursuant to the main agreement to which this Agreement is ancillary to.

(Indicate also if a separate DSA is executed or will be executed in connection with this NDA).

4. OBLIGATIONS OF THE RECEIVING PARTY

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- 4.1 hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement;
- 4.2 restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;
- 4.3 advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- 4.4 not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- 4.5 use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.

5. PROPERTY OF THE DISCLOSING PARTY

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written option of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall advise and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

5. Safeguards for Confidentiality

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of any Confidential Information shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Confidential Information in its custody. It is likewise prohibited from further sharing or disclosing such Confidential Information to any unauthorized party, including its affiliates, without the prior written consent of the other Party, as appropriate.

Each Party shall implement and maintain a security program which shall include security measures intended to protect the Confidential Information against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall likewise use encryption method.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Confidential Information shared and disclosed by the other Party.

6. Reporting of Data Breach

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security affecting Confidential Information, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice: (1) General circumstances, nature of the data breach, and Confidential Information possibly involved; (2) Steps taken to reduce the harm or negative consequences of the data breach; (3) The representatives of the affected Party for the purpose of addressing the data breach and their contact details.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Confidential Information.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

7. RETURN OF CONFIDENTIAL INFORMATION

All confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

8. REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any loss or damage resulting from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

9. MISCELLANEOUS

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties.

If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain if from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information. Any dispute or claim arising from this Agreement shall be settled amicably between the parties whenever practicable. Should the parties be unable to do so, the parties hereby agree to settle such dispute/s in the proper courts of _____, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____, 202__ in the City of Manila, Philippines.

_____.

Land Bank of the Philippines

.....
President and CEO

Position/Designation

SIGNED IN THE PRESENCE OF:

.....(Name)
.....Position / Designation..... Position/Designation _____

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____, this ___ day of _____ 20___, personally appeared the following:

NAME	GOVERNMENT ID	DATE	PLACE ISSUED
1. (LBP Representative)			
2. (Name of Recipient)			

known to me to be the parties who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Non-Disclosure Agreement consisting of ___ () pages, including the page wherein this Acknowledgment is written, and signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS THEREOF, I have hereunto affixed my seal and signature on the date and place aforementioned.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 20 _____

Terms of Reference for Creatives and Production Services for Overseas Filipino Bank
(OFBank) Multimedia Campaign
As of 18 Apr 2024

I. BACKGROUND

A. Target Audience

The campaign will target the following:

- a. First-timer Overseas Filipinos Workers
- b. Overseas Filipinos (OFs) and Overseas Filipino Workers (OFWs) from the top 10 destination countries of Filipino migrant workers
- c. Families and beneficiaries of OFs and OFWs
- d. General public

B. Campaign Architecture

To reach the target audience, the following existing channels will be used:

- a. Social media (website and official Facebook page of OFBank)
- b. Online channels (OFBank mobile banking application and retail internet banking channel)
- c. Below-the-line (brochures, posters, and banners/streamers)
- d. Exhibit materials

II. SCOPE OF WORK

A. Account Management

- Provide general account management services for this project. This includes supervising the sourcing of all assignments, overseeing the creative process, and managing relationship between client and agency

B. Creative Concept Development and Output

- a. Development of core messaging idea that will be the basis for the film
- b. Script and storyboard development
- c. Video Shoot and production
- d. 1x 60-90 seconder digital film, color graded and with soundtrack
- e. 1x 30 seconder edit down version

C. Name Studies, Branding and Collaterals

- a. Campaign name and creative handle studies
- b. Campaign logo development
- c. Color usage
- d. Typography
- e. Brand guidelines on application
- f. Collateral material development
 - i. Design of Key Visual
 - ii. Infographic Posts
 - iii. Poster Design
 - iv. Google and Facebook Ads Design
 - v. Facebook Static Posts
 - vi. Web Banners

- vii. PowerPoint Template for Roadshows
- viii. Audiovisual Presentation
- ix. Radio Ad Material

D. Key Creative Team, Production Staff, Shooting Crew and Talents

- a. Client Partner
- b. Creative Director
- c. Writer
- d. Director
- e. Assistant Director
- f. Director of Photography
- g. Digital Image Technician
- h. Gaffer
- i. Utility
- j. Production Manager
- k. Production Designer
- l. Hair and Make-up Artist
- m. Casting Manager
- n. Talents and Extras
- o. Art Director
- p. Storyboard Artist
- q. Post-production Editor
- r. Colorist

E. Post-production and Audio

- a. Offline Editing
- b. Online Editing
- c. Illustrations
- d. Animation
- e. Color Correction
- f. Studio Hours
- g. Network Music

F. Logistics

- a. Location Check
- b. Food
- c. Transportation
- d. Insurance
- e. Contingency

III. PROJECT DURATION

Within thirty (30) calendar days upon receipt of the Notice to Proceed and advice from LANDBANK Corporate Communications and Events Department (CCED).

Schedule	Activities
Day 0	Receipt of Advice from LANDBANK CCED
1 day (Within 3 days after receipt of advice from LANDBANK CCED)	Pre-production Meeting/Creative Briefing

5 days (After the Pre-prod meeting/creative briefing)	Prepare the Overall Campaign Concepts, Key Visual Proposal and Work Plan
1 day	Submit the Overall Campaign Concepts, Key Visual Proposal and Work Plan to LANDBANK CCED
7 days 1. (c/o LANDBANK CCED) 2. (c/o LANDBANK CCED) 3. (c/o TPSP) 4. (c/o LANDBANK CCED)	1. Review and Approve or Comment for Revision (if any) of the Campaign Concepts, Key Visuals and Work Plan 2. Endorse to TPSP the Approval or Comments for Revision (if any) of the Campaign Concepts, Key Visuals and Work Plan 3. Revisions by the TPSP (if any). Submission of Revised Materials. 4. Review and Approval. Endorse to TPSP the approved Campaign Concepts, Key Visuals and Work Plan.
10 days (c/o TPSP)	Production of the Campaign Collateral Materials
5 days 1. (c/o LANDBANK CCED) 2. (c/o LANDBANK CCED) 3. (c/o TPSP) 4. (c/o LANDBANK CCED)	1. Review and Approve or Comment for Revision (if any) of the Campaign Collateral Materials 2. Endorse to TPSP the Comments for Revision or approval of the Campaign Collateral Materials 3. Revision by the TPSP (if any) 4. Final Review and Approval
1 day	Final Artwork Delivery including raw materials (Photoshop Document, Premiere Project Packages, etc.)
30 days	Total number of calendar days

Note: The TPSP must ensure the completion of the engagement within the agreed period. Should a change in timeline be necessary, the TPSP must request in writing for its extension at least five (5) days prior to the agreed timeline to be approved by the appropriate units of LANDBANK

IV. COORDINATION

The TPSP will coordinate with the LANDBANK Corporate Affairs Group towards the completion and delivery of the expected services and outputs.

REVISED ANNEX E-3

Contact details are as follows:

AXL ROSE M. BATALLER
Corporate Communications Specialist II
Creatives and Design Unit
Corporate Communications and Events Department
24th Floor, LANDBANK Plaza, M.H. del Pilar cor. Dr. J. Quintos Sts.,
Malate, Manila
Telephone No.: 8522-0000 local 4096
Email Address: ambataller@landbank.com

V. REQUIREMENTS FOR SUBMISSION

1. Pre-qualification Requirements

To be eligible for the project, TPSP must comply with the following criteria as evidenced by supporting documents, which must be submitted to LANDBANK for evaluation.

Supplier Requirements	Documentary Requirements
TPSP must be formally established for at least 5 years	Company overview indicating background/ profile and number of years in the industry
Must have handled similar projects for other government agencies, universal banks and/or reputable companies* <i>*Organizations belonging to the Top 100 Corporations by Gross Revenue (based on BusinessWorld Top 1000 Corporations in the Philippines)</i>	1. List of clients with references and contact persons (indicating the years when the projects were handled for them). LANDBANK-CAG-CCED will use references to inquire about previous working relationship/s with bidder. 2. Project portfolio/ sample works
Has a good track record with customers in terms of quality of work and compliance with delivery schedule.	Submit at least two (2) Certificate of Satisfactory Performance from previous clients

2. Financial Proposal

The Financial Proposal shall be inclusive of VAT and other applicable taxes.

3. Other Supporting Documents

Apart from the financial proposal, the TPSP should submit the following documentations:

- a. Current and valid Mayor's/Business Permit
- b. BIR Certificate of Registration
- c. Latest General Information Sheet (GIS)

VI. PAYMENT TERMS

1. Pursuant to Malacañang Executive Order No. 170 – Adoption of Digital Payments for Government Disbursements and Collections, directing all government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements. The winning supplier is required to maintain a deposit account with LANDBANK Cash Department or any of its Branches.
2. Payment shall be through direct credit to the winning supplier's deposit account with LANDBANK.
3. The supplier shall be paid within sixty (60) calendar days after submission of billing statement or claim with completed documentary requirements as stated in item 4.
4. No down payment shall be made. However, staggered payment per milestone may be allowed, as follows:

%	Milestone	Documentary requirements
40%	After approval of the overall campaign plans and concepts, key visuals, and work plan	Sign-off sheet on the campaign plans and concept, key visuals and work plan
40%	After final approval of the campaign materials	Sign-off sheet on the final set of campaign materials
20%	After final artwork delivery including all raw and working files	Delivery receipt/turn-over sheet for the final artwork delivery including all raw and working files

VII. LIQUIDATED DAMAGES

When the supplier fails to satisfactorily deliver the goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods/services scheduled for delivery for every day of delay until such goods/services are finally delivered and accepted by LANDBANK.

LANDBANK need not prove that it has incurred actual damages to be entitled to liquidated damages, such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, if applicable, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, LANDBANK may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, in accordance with the Revised IRR of RA 9184.

VIII. PRE-TERMINATION/TERMINATION OF CONTRACT

Pre-Termination/Termination of Contract shall be governed by the Guidelines on Termination of Contracts per Annex "I" of the 2016 Revised Implementing Rules and Regulations.

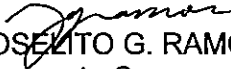
IX. NON-DISCLOSURE AGREEMENT


The Supplier shall guarantee that the information provided by LANDBANK in relation to the performance of the former's function shall be handled with utmost confidentiality. This should be supported by a separate duly notarized Non-Disclosure Agreement (Exhibit 2) mutually agreed upon by both parties and must be submitted to LANDBANK CCED prior to contract implementation.

Prepared by:


AXL ROSE M. BATALLER
Corporate Communications Specialist II
Creatives and Design Unit
Corporate Communications and Events Department

Noted by:


JOSELITO G. RAMOS
Corporate Communications Officer
Creatives and Design Unit
Corporate Communications and Events Department


MELISSA B. CALIMAG
Department Manager
Corporate Communications and Events Department

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this _____ at _____, by and between:

_____, a _____, with principal address at _____, represented by its _____, hereinafter referred to as "_____"

- and -

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at Landbank Plaza at 1598, M.H. Del Pilar cor. Quintos Streets, Malate, Manila, represented by its _____, hereinafter referred to as "LANDBANK".

The parties' representatives are duly authorized for this purpose as evidenced by _____, attached hereto as Annex A, series.

WITNESSETH: THAT

WHEREAS, the Parties desire to execute this Agreement for (specific services) or to supplement the contract executed by and between _____, on _____, for _____, attached hereto as Annex B. This Agreement is executed for the purposes set forth in Item 3 below.

WHEREAS, in the process, certain confidential information may be exchanged and disclosed between LANDBANK and _____.

NOW, THEREFORE, the parties hereto agree, as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as "Disclosing Party") to the other party, including their affiliates and subsidiaries, (hereinafter referred to as "Receiving Party) and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information."

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic

media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend by the Disclosing Party. All information which is orally or visually disclosed will be identified as confidential at the time the disclosure is made and is subsequently described in a written document that is marked with a restrictive legend and delivered to the receiving party within thirty (30) days after the date of oral or visual disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

Confidential information does not include information which:

- 2.1 has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- 2.2 prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or
- 2.3 subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- 2.4 is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- 2.5 is disclosed with the written approval of the other party or after the applicable period of confidentiality.

3. SCOPE OF USE

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

In accordance with R.A. 10173 (Data Privacy Act), Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The specific purposes for which the confidential information are to be utilized and the manner in which it may be used are as follows: _____ which is pursuant to the main agreement to which this Agreement is ancillary to.

(Indicate also if a separate DSA is executed or will be executed in connection with this NDA).

4. OBLIGATIONS OF THE RECEIVING PARTY

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- 4.1 hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement;
- 4.2 restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;
- 4.3 advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- 4.4 not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- 4.5 use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.

5. PROPERTY OF THE DISCLOSING PARTY

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written opinion of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall advise and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

5. Safeguards for Confidentiality

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of any Confidential Information shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Confidential Information in its custody. It is likewise prohibited from further sharing or disclosing such Confidential Information to any unauthorized party, including its affiliates, without the prior written consent of the other Party, as appropriate.

Each Party shall implement and maintain a security program which shall include security measures intended to protect the Confidential Information against accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall likewise use encryption method.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Confidential Information shared and disclosed by the other Party.

6. Reporting of Data Breach

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security affecting Confidential Information, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice: (1) General circumstances, nature of the data breach, and Confidential Information possibly involved; (2) Steps taken to reduce the harm or negative consequences of the data breach; (3) The representatives of the affected Party for the purpose of addressing the data breach and their contact details.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Confidential Information.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

7. RETURN OF CONFIDENTIAL INFORMATION

All confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

8. REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any loss or damage resulting from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

9. MISCELLANEOUS

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties.

If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain if from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information. Any dispute or claim arising from this Agreement shall be settled amicably between the parties whenever practicable. Should the parties be unable to do so, the parties hereby agree to settle such dispute/s in the proper courts of _____, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day of _____, 202__ in the City of Manila, Philippines.

Land Bank of the Philippines

.....
President and CEO

Position/Designation

SIGNED IN THE PRESENCE OF:

.....(Name)
.....Position / Designation..... Position/Designation _____

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____, this ___ day of _____ 20__, personally appeared the following:

NAME	GOVERNMENT ID	DATE	PLACE ISSUED
1. (LBP Representative)			
2. (Name of Recipient)			

known to me to be the parties who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Non-Disclosure Agreement consisting of ___ () pages, including the page wherein this Acknowledgment is written, and signed by the parties and their instrumental witnesses on each and every page thereof.

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